

REQUEST FOR PROPOSALS (RFP) NO. 04-065

TO PROVIDE

OFF-CAMPUS STUDENT HOUSING

FOR THE

UNIVERSITY OF HAWAI'I

HONOLULU, HAWAI'I

JANUARY, 2004

BOARD OF REGENTS

UNIVERSITY OF HAWAI'I

HONOLULU, HAWAI'I

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Honolulu, Hawai'i

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TO CONFIRM THAT ALL PAGES LISTED THEREIN ARE CONTAINED IN THEIR RFP
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NOTICE TO OFFERORS

(Section 304-4, HRS)

PROPOSAL FORMS for Request for Proposals (RFP) No. 04-065, Off-Campus Student Housing, will be available from and received in the OFFICE OF PROCUREMENT AND REAL PROPERTY MANAGEMENT, UNIVERSITY OF HAWAII, 1400 LOWER CAMPUS ROAD, ROOM 15, HONOLULU, HAWAII 96822, (an unofficial copy of the RFP is available on the Internet at <http://www2.state.hi.us/bidapps/showbids.cfm>) no later than 2:30 p.m., January 27, 2004. Proposals received after the time and date fixed for submission will not be considered.

Vendors located outside the Island of Oahu, Hawaii, USA, may request an official copy of the RFP to be sent via U.S. Postal Service by providing the vendor's name, address, contact person and telephone number. If express shipment is desired, requests must be submitted in writing with an account number, BILLABLE TO THE RECEIVER, and an authorized signature. Requests may be transmitted via facsimile, (808) 956-2093. Direct all questions to Karlee Hisashima, (808) 956-8674.

Evan S. Dobelle

President, University of Hawaii

Advertised: Honolulu Star-Bulletin

Issue of: January 14, 2004

NOTICE TO OFFERORS

OPRPM FORM 115

BUSINESS CLASSIFICATION CERTIFICATION STATEMENT

(See Official Document)

SECTION 1 ADMINISTRATIVE OVERVIEW

1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by the University of Hawai'i to solicit proposals from Offerors who wish to be considered to provide off-campus student housing for the University of Hawai'i at Mānoa, Honolulu, Hawai'i.

1.2 AUTHORITY

This Request for Proposals (RFP) is issued under the provisions of the Hawai'i Revised Statutes, Chapters 304-4(d). All prospective Contractors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective Contractor shall constitute admission of such knowledge on the part of such prospective Contractor.

1.3 RFP ORGANIZATION

This RFP is organized into the following sections:

Section 1, Administrative Overview -- Provides offerors with general information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 2, Scope of Work -- Provides offerors with a general description of the tasks to be performed, delineates University and Contractor's responsibilities, and defines deliverables.

Section 3, Proposal Requirements -- Describes the required format and content for the offeror's proposal.

Section 4, Criteria to Evaluate Proposals -- Describes how proposals will be evaluated by the University of Hawai'i.

Section 5, Terms and Definitions -- Provides definitions for key references.

Section 6, Special Provisions -- Provides offerors the terms and conditions under which the work will be performed.

1.4 SCHEDULE OF KEY DATES

The schedule of key dates set forth herein represents the University's best estimate of the schedule that will be followed. Any of the dates listed below may be changed at any time at the sole discretion of the Director, Office of Procurement and Real Property Management:

RFP Advertised and Issued	<u>January 14, 2004</u>
Closing Date for Submission of Questions	<u>January 21, 2004</u>
Closing Date for Receipt of Proposals	<u>January 27, 2004</u>
Proposal Review Period	<u>January 27, 2004 – February 4, 2004</u>
Successful Offeror Selected (Contract issuance contingent upon approval of selection by the Board of Regents)	<u>February 6, 2004</u>
Contract Award Date	<u>February 19, 2004</u>
Contract Start Date	<u>August 1, 2004</u>

1.5 SUBMISSION OF QUESTIONS

Offerors may submit questions in writing to the issuing officer. The deadline for submission of written questions is 4:30 p.m., H.S.T., on January 21, 2004.

Offerors may call the Technical Representative, Mr. Brian Pactol at (808) 956-2980 for questions regarding the content of the work specifications.

1.6 SUBMISSION OF PROPOSALS

Offerors shall submit an original plus FOUR (4) copies of the proposal. Proposals shall be received by the Office of Procurement and Real Property Management, University of Hawai'i, no later than 2:30 p.m., H.S.T., on January 27, 2004.

Proposals shall be mailed or delivered to:

Office of Procurement and Real Property Management
University of Hawai'i
1400 Lower Campus Road, Room 15
Honolulu, Hawai'i 96822

Any proposal received after this date and time shall be rejected.

The outside cover of the package containing the proposal shall be marked:

Office of Procurement and Real Property Management
University of Hawai'i
1400 Lower Campus Road, Room 15
Honolulu, Hawai'i 96822
RFP No. 04-065 to Provide Off-Campus Student Housing, University of Hawai'i,
Honolulu, Hawai'i
(Name of Offeror)

1.7 COSTS FOR PROPOSAL PREPARATION

Any costs incurred by Offerors in preparing or submitting a proposal shall be the Offeror's sole responsibility.

1.8 DISQUALIFICATION OF PROPOSALS

The University reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

An Offeror shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:

The proposal shows any noncompliance with applicable law.

The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.

The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.

The Offerer is debarred or suspended.

1.9 PROCUREMENT OFFICER

This RFP is issued by the Office of Procurement and Real Property Management, University of Hawai'i. The Procurement Officer responsible for overseeing the contract is Mr. Duff Zwald, Director of the Office of Procurement and Real Property Management.

1.10 TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The individual listed below is the Technical Representative of the Procurement Officer (TRPO):

Mr. Brian Pactol, Business Development Manager
Auxiliary Enterprises
Telephone: (808) 956-2980
Facsimile: (808) 956-4450

University of Hawai'i
Auxiliary Enterprises
2442 Campus Road
Administrative Services Building 1
Honolulu, Hawai'i 96822

1.11 ISSUING OFFICER

The individual listed below is the issuing officer and the official contact for all communication regarding this RFP:

Karlee Hisashima, Procurement Specialist
Office of Procurement and Real Property Management
University of Hawai'i
1400 Lower Campus Road, Room 15
Honolulu, Hawai'i 96822
Telephone: (808) 956-8674, (808) 956-8687
Facsimile: (808) 956-2093

1.12 CHANGES TO CONTRACTOR'S FEE

It is recognized that audit disallowances and other changes may require adjustments in the compensation due to the Contractor. In the event that future actions would either disallow or minimize the payments already made to the Contractor, the Contractor shall assist the University in defending the correctness of the claim for reimbursement. If the disallowance or adjustment is upheld, then the Contractor will participate in the payback to the extent the amount of the disallowance or adjustment contributed to the total fee received by the Contractor. Payment to the University shall be made within THIRTY (30) calendar days' from which official notice is received by the Contractor from the University.

1.13 RFP AMENDMENTS

The University reserves the right to amend the RFP any time prior to the closing date for best and final offers.

1.14 AWARD ON INITIAL PROPOSALS

The University may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms.

1.15 AVAILABILITY OF FUNDS

Offerors are advised that the award of this contract is contingent upon availability of funds. If funds are not available, the University reserves the right not to make award of this contract.

1.16 NOTICE TO PROCEED

The University shall not be responsible for work done, even in good faith, prior to the University's Notice to Proceed unless specific provisions are made in the contract.

1.17 RFP SUBMITTALS BECOME PROPERTY OF THE UNIVERSITY

All proposals and other material submitted shall become the property of the University and may be returned only at the University's option.

SECTION 2 SCOPE OF WORK

2.1 SCOPE

The University of Hawai'i at Mānoa Student Housing Program (University) is soliciting proposals from interested hotels and property owners (offerors), located within approximately FIVE (5) miles of the Kapi'olani Community College and University of Hawai'i at Mānoa campuses, to provide residential living quarters on a lease basis, and other services and amenities to accommodate students enrolled for study within the University of Hawai'i system. (Additional information regarding the University of Hawai'i at Mānoa Student Housing program can be found at <http://www.housing.hawaii.edu/>.)

At the present time, the University is not able to accommodate all students who wish to reside in on-campus housing during the course of their study. Therefore, the University is soliciting proposals from offerors that can provide a minimum of FOUR HUNDRED (400) beds of inventory and are able to lease their entire room inventory to the University as a requirement of this Request for Proposals (RFP).

The specific responsibilities of the offerors and the University are provided herein.

2.2 TERM OF AGREEMENT

It is the intent of the University to enter into an agreement with the successful offeror to commence on August 1, 2004 through July 31, 2005. Thereafter, the contract may be extended from year to year for FOUR (4) additional years (total of FIVE [5] years) upon mutual agreement in writing between the University and successful offeror. Renewal of the agreement, if renewed for subsequent years, shall be executed by both parties no later than March 31 of each year.

2.3 FACILITY REQUIREMENTS

A. ROOMS/BEDS

A minimum of FOUR HUNDRED (400) beds shall be provided and shall be leased to the University for the period indicated in 2.2 above. It is understood that the University intends to lease 100 PERCENT (100%) of all rooms available from the successful offeror even if the proposal exceeds the minimum number of beds required. It should also be understood that the University intends to accept the total inventory of rooms in "as is" condition.

However, the University will conduct a walkthrough with each resident at check in to note any defects in each room and will notify the successful offeror of any such defects. The University, University students and residents will not be liable for any defects noted at the time of check in.

The cost per room shall include the following items:

- 1) TWO (2) twin beds or larger with linen, or ONE (1) queen/king bed if utilized as a single person room.
- 2) TWO (2) sets of towels per person consisting of ONE (1) body towel, ONE (1) bathroom towel, and ONE (1) facial towel per set, with ONE (1) floor towel per bathroom.
- 3) Telephone service with free local calls.
- 4) Color Television Set.
- 5) Basic cable television service.
- 6) Minimum of ONE (1) in-room study desk, chair & table lamp.
- 7) Closet.
- 8) Dresser(s).
- 9) Bathroom consisting of countertop space, sink, shower or tub, and a toilet.
- 10) Air conditioning.
- 11) Smoke alarm.
- 12) Sprinkler system in the rooms (and throughout the building).
- 13) Utilities (electricity, hot & cold water).

B. ADDITIONAL SERVICES/RESPONSIBILITIES

The following shall be provided and included in the cost per room:

- 1) Weekly maid and linen services.
- 2) On-site laundry room with dryer(s) and washer(s) either coin-operated or complimentary.
- 3) Restricted entry to building be via keyed (or security card access) or a supervised entry.
- 4) Security Officers 24 hours a day/7 days a week to perform the following:
 - a. Restrict entry to the property to students and authorized guests only.
 - b. Assist live-in staff with behavioral concerns if requested.
 - c. Report problems caused by students and residents to live in staff.
- 5) Repair and maintenance services of all areas, as well as custodial care of common areas (including but not limited to public restrooms, pool area, etc.), designated study rooms and meeting rooms.
- 6) Secured entry and exit doors, to prevent outside entry by non-University guest or patrons.
- 7) Office and front desk space for University staff.
- 8) Extra keys for lockout service.
- 9) Mailboxes or equivalent for student mail service.

- 10) Emergency evacuation plan/procedures.
- 11) Itemized billing to the University at the agreed upon time.

In addition, the following items shall be permitted into the hotel rooms by University students and residents:

- a. Study desk(s).
- b. Study chair(s).
- c. Free standing book case(s) and/or shelves.
- d. Study lamp(s) (high intensity lamps not permitted).
- e. Radio/stereo.
- f. Computer, printer and peripherals.
- g. VCR/DVD Players.

C. RESIDENTIAL LIFE/STUDY AREAS

Areas for study, outside of living quarters, are an essential component to residential life. Offerors shall indicate if its property has available common areas either indoors or outdoors that can accommodate individual and group study. Offerors shall also indicate if its property has available areas to conduct residential life programs, such as time & financial management, tutoring, and other educational workshops where students and residents can interact with one another.

D. ADA ACCESSIBILITY

Offerors shall indicate if it property has available ADA accommodations and accessible areas of the property, including but not limited to the following:

- 1) Sleeping rooms and associated bathrooms.
- 2) Designated handicapped parking.
- 3) Building areas (including meeting & study rooms) accessible by wheelchair ramp or elevators.
- 4) Areas with automatic doors.
- 5) Hearing impaired devices including fire alarm, telephone, and doorbell indicators.

E. PROXIMITY TO THE UNIVERSITY

Proximity to campuses of the University system for residential life purposes is a key factor in determining the feasibility of costs associated with operating an off-campus program for the University. Offerors shall be located within approximately FIVE (5) miles of the Kapi'olani Community College and University of Hawai'i at Mānoa campuses and shall be close to City & County bus routes to both campuses.

F. FOOD SERVICE

The ability of the offerors to be able to provide some type of food service to student and residents is considered an essential component to providing a well-rounded residential life program. Offerors shall indicate if there is available an on-site dining area that can accommodate a reasonable number of students per seating during peak meal hours.

Additionally, offerors shall indicate if they have either a contracted food service provider; and if not, if they would allow the University to possibly lease existing food service operations of the property to provide this service directly. Negotiations for rent or lease of food service space would be conducted outside of this agreement.

G. SECURED FACILITIES

Student safety is an important aspect of providing a residential life program for individuals in off-campus living quarters. Offerors shall indicate if they are able to limit access to all areas of their facility to authorized students, residents, staff and guests (i.e., limiting access to lobby, elevators, ballrooms/meeting rooms, parking areas, etc.).

H. RETAIL STORES

For the convenience of students, it is necessary to have a retail area where students can purchase for a nominal fee items including but not limited to school supplies, computer accessories, learning aids, and other convenience items, etc. Offerors shall indicate if they have available on its property sufficient retail space available for the University to offer this service to students. Negotiations for retail space would be conducted outside of this agreement.

2.4 PREFERRED AMENITIES

In addition to those items specified in 2.3 above the following additional amenities, while not required are preferred:

- Keyed elevator access to individual floors*
- Electronic keyed access to rooms*
- High-speed internet access in each room
- Wireless internet access in each room
- Wireless Internet access in common areas of the property*
- Premium cable TV service in each room
- In-room safe
- Clock radio
- Social/recreation lounge(s)*

- Fitness facilities
- Kitchenette w/sink & oven (please indicate # of rooms available)
- Coffeemaker
- Hot plate or stove top
- Auto parking
- Bicycle/Moped parking
- Administrative office space*

*Note: If these preferred amenities are available, it shall be included in the per room rate charged to the University. All others would be charged directly to the students and residents.

As indicated above it is understood and agreed that if utilized, some of the additional preferred amenities listed shall be charged to the University resident directly. If any University resident requests preferred amenities, the resident shall be billed directly by the successful offeror in accordance with the prices established herein.

2.5 HOUSE RULES

Offerors shall provide current house rules for their properties and if awarded, any updates thereafter. The University will provide its students and residents with a copy of the successful offeror's house rules and any updates thereafter, and a copy of the University's Student Housing Rules and Regulations.

2.6 ROOM RATES

Offerors shall provide an across-the-board per room rate (not per bed rate), per night, including all applicable taxes, covering all required items.

2.7 UNIVERSITY'S RESPONSIBILITIES

- A. The University will pay the Contractor the agreed upon daily rate for each room provided under this agreement. Payment shall be made no later than 30 days' following receipt of an original invoice (in duplicate) from the Contractor.
- B. A full-time University staff person will be assigned responsibility for assisting staff and students living on the Contractor's property. He/she shall be responsible for the health, safety and well-being of students and residents and the supervision and training of live-in staff. In collaboration with the Contractor's staff, this position will also assist in the oversight of the facility including coordinating maintenance requests, custodial care, conducting room condition inventory, check-in and check-outs, roommate assignments and room changes. The position is also responsible for the planning and implementation of social and developmental programs, handle emergencies, provide crisis intervention, adjudicate disciplinary situations and supervise resident government.

- C. Shall assign student Resident Advisors (RA's) as determined by the University (preferred student to staff ratio is approximately one RA per 40 students and residents).
- D. Shall hold residents accountable to the University's Student Conduct Code and Student Housing Rules and Regulations as well as Contractor's House Rules.
- E. Shall handle all billings to students, including all collections and outstanding receivables (not including any additional amenities requested by the student/resident).
- F. Shall assign rooms.
- G. Shall inform students about their assignment and any necessary check-in information.
- H. Shall assure that each student completes and signs a Room Condition Form, acknowledging the condition of the room at the time of check-in.
- I. Students occupying the room are responsible for room charges and other costs, including damages due to vandalism, accidents and fees.
- J. At check-out, students and residents will follow established procedures including reviewing the condition of their room with a RA using the Room Condition Form, which was completed upon check-in.
- K. In the event a resident fails to make their room payments, as scheduled on the University's Student Housing contract, the University shall evict resident for non-payment.
- L. In the event a resident is not able to complete the full term of their contract, refunds will be handled according to procedures set forth in the Student Housing Contract.
- M. Shall determine which rooms and floors will be assigned to RA's.
- N. Shall provide the Contractor with a contact list including names and telephone numbers of the University personnel involved in this program.

SECTION 3 PROPOSAL REQUIREMENTS

3.1 INTRODUCTION

This section indicates the proposal requirements for this RFP which shall be submitted by the deadline set for submission of proposals. Fulfillment of all proposal requirements listed is mandatory for consideration of proposals.

The Proposal shall include the following subsections:

- 1) Proposal Letter
- 2) Project Narrative
- 3) Room Rates
- 4) References
- 5) House Rules

3.2 PROPOSAL LETTER (Appendix A)

The Proposal Letter shown in Appendix A shall be signed by an individual authorized to legally bind the offeror, dated, and be affixed with the corporate seal (if corporate seal is available). If said individual is not the corporate president, evidence shall be submitted showing the individual's authority to bind the corporation. The fully executed proposal letter shall be submitted along with the proposal.

3.3 PROJECT NARRATIVE (Appendix B)

- A. A description of the company, including number of employees, number of years in business in Hawai'i, a list of key company principals, and types of services provided.
- B. Describe in detail how offeror's company will be able to provide the off-campus housing detailed in Appendix B.

3.4 ROOM RATES (Appendix C)

Offerors shall provide all costs associated with providing the off-campus housing services as detailed in Appendix C.

3.5 REFERENCES (Appendix D)

Offerors shall provide a minimum of at least THREE (3) references that can attest to the reliability of the Offeror's service and personnel. Furnish the names of companies, addresses, phone numbers, and contact persons. The University reserves the right to contact the references for additional information.

3.6 HOUSE RULES (Appendix E)

3.7 OFFEROR'S PROPOSAL SUBMITTALS CHECK LIST

The following checklist is provided to assist the Offeror in submitting the appropriate documents with their proposals:

- 1) _____ Business Classification Certification Statement
- 2) _____ Appendix A, Proposal Letter (if applicable, shall include a corporate seal and an Evidence of Authority if the individual signing the proposal on behalf of the company is not the corporate president)
- 3) _____ Appendix B, Project Narrative
- 4) _____ Appendix C, Room Rates
- 5) _____ Appendix D, References
- 6) _____ Appendix E, House Rules
- 7) _____ State of Hawai'i Department of Taxation **and** Internal Revenue Service certified Tax Clearance Certificate or OPRPM Form 128, CERTIFICATION FOR TAX CLEARANCE.

SECTION 4 CRITERIA TO EVALUATE PROPOSALS

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. A contract will be awarded to the responsive, responsible Offeror whose proposal is determined in writing to be the most advantageous to the University taking into consideration the evaluation factors set forth in this RFP.

A committee will be selected to evaluate and score each proposal submitted based on the following criteria:

A. COST PER ROOM PER NIGHT IN DOLLARS 50 points maximum

1. Cost per room per night is between \$0-\$20 (41-50 points maximum)
2. Cost per room per night is between \$21-\$30 (31-40 points maximum)
3. Cost per room per night is between \$31-\$40 (21-30 points maximum)
4. Cost per room per night is between \$41-\$50 (11-20 points maximum)
5. Cost per room per night is over \$50. (0-10 points maximum)

B. LOCATION 30 points maximum

1. Located within at least FIVE (5) miles from the UHM & KCC campuses. (15 points maximum)
2. No undesirable elements located in close proximity to the property. (10 points maximum)
3. Highly conducive to promoting a positive residential life experience. (5 points maximum)

Note: The University will conduct a site visit.

C. NUMBER OF ROOMS/BEDS AVAILABLE 30 points maximum

1. Offeror can provide the minimum 400 beds. (20 points maximum)
2. Offer 500+ beds. (10 points maximum)

- D. SECURITY MITIGATION PLAN **20 points maximum**
1. Offeror possesses excellent security for the facility. (15 points maximum)
 2. Offeror intends to provide adequate security measures for facility. (5 point maximum)
- E. PROXIMITY TO DIRECT CITY & COUNTY BUS ROUTES TO CAMPUSES **20 points maximum**
1. Offerors location is in close proximity to major thoroughfares leading directly to campuses. (10 points maximum)
 2. Offerors location is within approximately 400 yards or more of at least one bus route to Mānoa. (5 points maximum)
 3. Offerors location is within approximately 400 yards or less of bus routes to both campuses, Route 4 Waikiki – Mānoa/transfer to Route 3 to Kapi'olani Community College. (5 points maximum)
- F. FOOD SERVICE **20 points maximum**
1. Offeror has ability to provide some type of food service to students and residents and has available an on-site dining area. (10 points maximum)
 2. Offeror has ability to provide some type of food service to students and residents and has available an on-site dining area that can accommodate a reasonable number of students per seating during peak meal hours. (10 points maximum)
- G. RESIDENTIAL LIFE/STUDY AREAS **10 points maximum**
1. Offeror has common area spaces available for study areas. (5 points maximum)
 2. Offeror has meeting rooms available for residential life programs. (5 points maximum)
- H. ADA ACCESSIBILITY **10 points maximum**
1. Offeror has ADA compliant accommodations available. (2 points maximum)
 2. Offeror designated handicapped parking available. (2 points maximum)

3. Offeror has adequate building areas accessible to wheelchair ramp or elevators. (2 points maximum)
4. Offeror has areas with automatic doors. (2 points maximum)
5. Offeror has available hearing impaired devices such as fire alarm, telephone, doorbell indicators, etc. (2 points maximum)

I. REFERENCES

10 points maximum

Offeror has positive referrals. (10 points maximum)

TOTAL POSSIBLE NUMBER OF POINTS: 200

SECTION 5 SPECIAL PROVISIONS

5.1 SCOPE

The Providing of an Off-Campus Student Housing shall be in accordance with the terms and conditions of RFP No. 04-065 and the General Provisions dated March 2003, included by reference. Copies of the General Provisions are available at the Office of Procurement and Real Property Management, University of Hawai'i, 1400 Lower Campus Road, Room 15, Honolulu, Hawai'i 96822 or the General Provisions may be viewed at: <http://www2.state.hi.us/bidfiles/uhgpgs.pdf>

5.2 REFERENCES

The University reserves the right to contact the references named in Appendix D, REFERENCES, and to reject a proposal submitted by any offeror whose performance on other projects has been unsatisfactory.

5.3 OPENING OF PROPOSALS

Proposals will be opened at the date and time specified in Subsection 1.4, SCHEDULE OF KEY DATES, or as amended at the proposal submittal office. The proposal opening will not be open to the public. Proposals shall be available for public inspection after the contract is signed by all parties.

5.4 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

5.5 TERM OF CONTRACT

The initial term of the contract shall be for a period of ONE (1) year commencing from the August 1, 2004 through July 31, 2005 and the prices offered shall remain firm for the initial term of the contract.

Thereafter, the contract may be renewable from year to year for FOUR (4) additional years (total of FIVE [5] years), without the necessity of rebidding, upon mutual agreement of the parties in writing, no later than March 31 or each year, at the unit prices offered for each subsequent year and contingent upon the availability of funds. In addition, the University may terminate this contract at any time, upon THIRTY (30) days' prior written notice, after the first contract year.

5.6 REAL PROPERTY INTEREST

It is understood and agreed that nothing in this agreement creates, or is intended to create, a real property interest to the benefit of the University.

5.7 INSURANCE

Contractor shall maintain insurance acceptable to the University in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by Contractor shall provide Combined Single Limit Coverage (bodily injury and property damage) in the amount of \$1,000,000 per occurrence.

Insurance shall be in force the first day of the term of this contract.

Each insurance policy required by this contract shall not be cancelled, limited in scope of coverage or non-renewed until after THIRTY (30) days' written notice has been given to the University of Hawaii, Director of Office of Procurement and Real Property Management.

Contractor agrees to deposit with University, on or before the effective date of this contract, certificates of insurance necessary to satisfy the University that the insurance requirements of this contract have been complied with and to keep such insurance in effect and the certificates therefor on deposit with the University during the entire term of this contract.

The University shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If, in the opinion of the University, the insurance provisions in this contract do not provide adequate protection for the University, the University may require Contractor to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The University's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

The University shall notify Contractor in writing of changes in the insurance requirements; and if Contractor does not deposit copies of acceptable insurance policies with the University incorporating such changes within SIXTY (60) days' of receipt of such notice, this contract shall be in default without further notice to Contractor and the University shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from its acts or omissions with respect to this contract.

5.8 INDEMNIFICATION

The Contractor shall indemnify, hold harmless and defend the University and its officers, employees, agents, and representatives from all suits, actions, claims, damages, and judgments of any character that may be brought against the University by whomsoever, on account of any injuries or damages sustained by any person and property, due to the negligent acts or omissions by the Contractor, or any of its officers, employees, subcontractors, assignees, or representatives, in the performance of the contract.

5.9 TAX CLEARANCE FOR CONTRACTS

Bidders shall submit with their bid packages, original or certified tax clearances from the State of Hawai'i Department of Taxation and the Internal Revenue Service, in accordance with General Provision 2.23, Tax Clearance for Contracts.

5.10 TAX CLEARANCE FOR FINAL PAYMENT

Before final payment for the settlement of the contract can be made, Contractor shall submit an original or certified tax clearance from the State of Hawai'i Department of Taxation and the Internal Revenue Service, in accordance with General Provision 7.2, Tax Clearance for Final Payment.

**APPENDIX A
PROPOSAL LETTER
UNIVERSITY OF HAWAI'I**

We propose to furnish and deliver any and all of the deliverables and services named in the Request for Proposals (RFP) to Provide Off-campus Student Housing for the University of Hawai'i, Honolulu, Hawai'i, RFP No. 04-065, for which prices shall be negotiated.

It is understood that this proposal constitutes an offer.

It is understood and agreed that we have read the University of Hawai'i's specifications described in the RFP and that this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such specifications.

We agree, if awarded the contract, to deliver goods or services which meet or exceed the specifications.

Respectfully submitted,

Legal Name of Offeror

Date

Authorized Signature (original) (Typed Name)

Title

Street Address

Telephone No.

City, State, Zip Code

Fax No.

Social Security OR Federal Tax Payer ID No.

Hawai'i General Excise Tax License No.

Remittance Address (if different from street address)

City, State, Zip Code

Location of Offeror's Plant

Offeror is: ☐ Individual ☐ Partnership ☐ Corporation* ☐ Joint Venture

State of Incorporation: ☐ Hawai'i ☐ Other:

Is Corporate Seal Available In Hawai'i: ☐ Yes** ☐ No

* Attach to this page evidence of authority of the above officer to submit an offer on behalf of the corporation, giving also, the names and addresses of the other officers.

** If yes, affix corporate seal.

APPENDIX B PROJECT NARRATIVE

A. GENERAL INFORMATION

Provide a description of the company, including number of employees, number of years in business in Hawai'i, a list of key company principals, and types of services provided.

B. ROOMS/BEDS

To ensure that the University fully maximizes the total inventory of accommodations available on the property, offerors shall provide the following information:

- 1) Maximum number and style (occupancy) of rooms that are available on the property (i.e., number of rooms that are standard rooms, studios, one bedroom suites, two-bedroom suites, etc., and the number and type of bed(s) available in each room).
- 2) The approximate size of all rooms in square feet, and any furnishings, including but not limited to dressers, tables, lamps, closets, television, desk, chairs, night stands, bathroom type(s) (shower stall or bath tub), fire safety features, etc., as well as whether or not the room is equipped with cable, high-speed data, and telephone jacks. Include a diagram if possible.

C. RESIDENTIAL LIFE/STUDY AREAS

- 1) Provide the number and size (in square feet) of common area rooms available on the property that can accommodate quiet areas for individual and group study. Indicate whether these areas are located indoors/outdoors, air-conditioned, type of furnishings available; and have cable, telephone, and high-speed data accessibility.
- 2) Indicate if areas are available to conduct residential life programs, such as time and financial management, tutoring, and other educational workshops where students and residents can interact with one another. Provide the number and size (in square feet) of meeting rooms available on the property that can accommodate these types of activities and whether these areas are located indoors/outdoors, air-conditioned, type of furnishings available; and have cable, telephone, and data accessibility.

D. ADA ACCESSIBILITY

Describe all ADA accommodations and accessible areas of the property, including but not limited to the following:

- 1) Sleeping rooms and associated bathrooms.
- 2) Designated handicapped parking.

APPENDIX B PROJECT NARRATIVE

- 3) Building areas (including meeting, rest rooms, and study rooms) accessible by wheelchair ramp or elevators.
- 4) Areas with automatic doors.
- 5) Hearing impaired devices including fire alarm, telephone, and doorbell indicators.

E. PROXIMITY TO THE UNIVERSITY

Indicate the distance of your property, in fractional miles, to the University of Hawai'i at Mānoa and Kapi'olani Community College campus and the proximity of your property to the nearest City & County bus routes to both campuses.

F. FOOD SERVICE

Describe your ability to provide some type of food service to student and residents for a minimum of breakfast and dinner (lunch-optional). Please describe the extent of your property in providing some type of food service to 100% of students and residents on a daily basis.

Offerors shall indicate if there is an available on-site dining area and provide the number of students that dining areas can accommodate during peak meal hours.

Additionally, indicate whether or not your property has a contracted food service provider. If not, indicate if offeror is willing to allow the University to possibly lease existing food service operations of the property to provide this service directly.

G. SECURED FACILITIES

Indicate your property's current security measures and/or mitigation plans for limiting access to all areas of the facility to authorized students, residents, staff and guests (i.e., limiting access to lobby, elevators, ballrooms/meeting rooms, parking areas, etc.).

H. RETAIL STORES

Indicate whether your property has sufficient retail space available for the University to offer a retail store for purchase of nominal fee school supplies, computer accessories, learning aids and other convenience items to students. Indicate if property has sufficient retail space, the approximate square footage and whether or not the location is enclosed and if so, how it is secured.

APPENDIX B PROJECT NARRATIVE

I. AMENITIES

- 1) Offerors shall indicate if the following amenities are available. It is understood that the additional amenities shall be made available to University students and residents and the University students and residents shall be billed directly. Additional amenities available that are not listed in the chart below may be added under "other".

<u>AMENITIES:</u>	<u>YES</u>	<u>NO</u>
Keyed elevator access to individual floors*		
Electronic keyed access to rooms*		
High-Speed Internet access in each room (describe type)		
Wireless Internet access in each room		
Wireless Internet access in common areas of the property		
Basic cable TV service in each room		
Premium cable TV service in each room		
TV set		
In-room safe		
Clock radio		
Social/recreation lounge(s)*		
Fitness facilities		
Kitchenette w/sink & oven (please indicate # of rooms available)		
Coffeemaker		
Hot plate or stove top		
Telephone service		
Administrative office space*		
Other:		

*Note: If these preferred amenities are available, it shall be included in the per room rate charged to the University. All others would be charged directly to the students and residents.

APPENDIX B PROJECT NARRATIVE

- 2) Is on-site parking is available? Is it secured, supervised and are there restrictions on moped/bicycle parking? Describe.
- 3) Are surfboards and bicycles permitted in the elevators and rooms? If not, is there a storage area available for these items on-site? Describe.
- 4) Is storage available for resident's use during winter break and spring break? Describe.

APPENDIX C ROOM RATES

- A. Provide an across-the-board room rate, per night, which includes all of the items and services set forth in Sections 2.3.A and 2.3.B, and all applicable taxes.
- B. Provide the charges (indicate if charge is per day or per month), if any, for the additional amenities that may be provided to University students and residents:

<u>AMENITIES:</u>	<u>CHARGES</u>
Keyed elevator access to individual floors*	(If available, included in per room rate)
Electronic keyed access to rooms*	(If available, included in per room rate)
High-Speed Internet access in each room (describe type)	
Wireless Internet access in each room	
Wireless Internet access in common areas of the property	
Basic cable TV service in each room	
Premium cable TV service in each room	
TV set	
In-room safe	
Clock radio	
Social/recreation lounge(s)*	(If available, included in per room rate)
Fitness facilities	
Kitchenette w/sink & oven (please indicate # of rooms available)	
Coffeemaker	
Hot plate or stove top	
Telephone service	
Administrative office space*	(If available, included in per room rate)
Other:	

*Note: If these preferred amenities are available, it shall be included in the per room rate charged to the University. All others would be charged directly to the students and residents.

APPENDIX D REFERENCES

Provide a minimum of at least THREE (3) references that can attest to the reliability of the Offeror's service and personnel. Furnish the names of companies, addresses, phone numbers, and contact persons. The University reserves the right to contact the references for additional information.

APPENDIX E OTHER

Offerors shall provide current house rules for their properties (subject to approval by the University).

CERTIFICATION FOR TAX CLEARANCE

(See Official Document)